

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

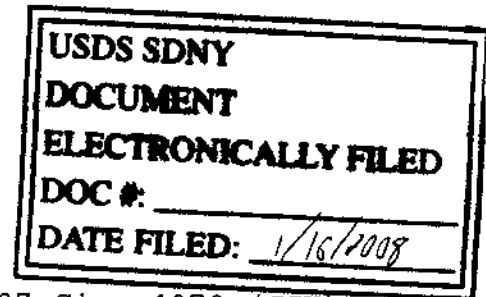
INTELLIVISION,

Plaintiff,

- against -

MICROSOFT CORPORATION,

Defendant.



07 Civ. 4079 (JGK)

ORDER

JOHN G. KOELTL, District Judge:

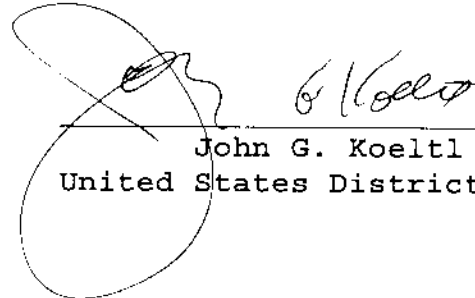
By January 22, 2008, each party is directed to file a letter with the Court addressing the following questions:

1. What effect, if any, does Section 9.2 of the Agreement relating to "Governing Law" have on the claims and defenses in this action? How does it affect the arguments in the currently pending motion to dismiss? Should the arguments with respect to the scope of the Release in Section 5, and the Scope of the Covenant in Section 6.6 be interpreted according to Washington law? Should the existence of any fiduciary duty allegedly created by the Agreement be interpreted under Washington law? Should Washington law be used to interpret whether unilateral or mutual mistake are viable claims with respect to the Agreement? Does Washington law affect any arguments under any statutes of limitations?

2. What effect, if any, does the provision of Section 9.2 relating to forum selection have on issues in this case?

SO ORDERED.

Dated: New York, New York  
January 15, 2008



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John G. Koeltl  
United States District Judge